

# SCHOOL AFFILIATION AGREEMENT

**THIS SCHOOL AFFILIATION AGREEMENT** (this "Agreement") is made as of the \_\_\_\_ day of August, 2018, (the "Effective Date") by and between **THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA** ("School") and **Sun City Hospital, Inc. d/b/a South Bay Hospital** ("Hospital"). School and Hospital may be referred to herein individually as a "Party" and collectively as the "Parties."

## WITNESSETH:

**WHEREAS**, School enrolls students in an accredited degree program in the field of Surgical Technology (the "Degree Program");

**WHEREAS**, Hospital operates a comprehensive acute-care medical-surgical hospital located at 4016 Sun City Center Blvd, Sun City Center, FL 33573 (the "Facility");

**WHEREAS**, School desires to provide to two (2) students per year enrolled in the Degree Program a clinical learning experience through the application of knowledge and skills in actual patient-centered treatment situations in a health care setting; and

**WHEREAS**, Hospital will make the Facility available to School for such clinical learning experience, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

### 1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clinical Program**. School will develop, implement and operate the clinical learning experience component of the Degree Program at the Facility in a form and format acceptable to Hospital ("Clinical Program"). School may modify the Clinical Program from time to time with Hospital's permission and will promptly incorporate reasonable changes to the Clinical Program requested by Hospital from time to time. With respect to the Clinical Program, School will:
- (i) ensure the adequacy of Degree Program resources, including up-to-date reference materials, and the academic preparation of students enrolled in the Degree Program, including theoretical background, basic skills, professional ethics, and attitude and behavior, for participation in the Clinical Program and will assign to the Clinical Program only those students who have demonstrated the ability to successfully participate in the Clinical Program (each a "Participating Student");
  - (ii) advise each Program Participant (defined below) to attend training and orientation annually with respect to applicable Hospital policies and procedures prior to the commencement of the Clinical Program rotation;
  - (iii) provide training for Hospital's representatives who will support the Clinical Program regarding Clinical Program features and expectations, and Participating Student evaluations, as requested by Hospital from time to time;
  - (iv) identify to Hospital each Program Participant who will participate in a Rotation as soon as that information is reasonably available to School;
  - (v) require Program Participants to comply with applicable laws and Hospital policies and procedures when onsite at the Facility;

- (vi) require Program Participants to treat Hospital patients, staff and Clinical Program supervisors with courtesy and respect and do not disrupt Facility operations or the provision of health care services for Hospital's patients;
- (vii) timely prepare and update with input from Hospital rotation schedules for each Participating Student throughout each Rotation and coordinate the same with Hospital;
- (viii) require Participating Students to arrive early for each scheduled rotation, except when a Participating Student is ill or attending to a personal emergency;
- (ix) provide continuing oral and written communication with Hospital regarding Participating Student Clinical Program performance and evaluation and other pertinent information;
- (x) participate and ensure that Program Participants participate in Hospital's Quality Assurance and related programs;
- (xi) participate and require Program Participants to participate in Hospital training as determined necessary by Hospital from time to time; and
- (xii) promptly perform additional duties to facilitate operation of the Clinical Program as may be deemed reasonable or necessary by Hospital from time to time.

(b) **Responsibility.**

- (i) School will retain ultimate responsibility for the appointment of faculty from the Degree Program to support the Clinical Program, for educating and supervising Participating Students and for evaluating Participating Students' performance with respect to the Clinical Program.
- (ii) Without limiting the foregoing, all Participating Students, Degree Program faculty and other School representatives onsite at the Facility (collectively "Program Participants") shall be accountable to the Hospital's Administrator while onsite at the Facility.
- (iii) School will address all Program Participant complaints, claims, requests and questions regarding the Clinical Program. If necessary, School's Program Representative will follow-up with Hospital's Program Representative to address unresolved issues.

(c) **Compliance with Program Requirements.** School acknowledges that compliance by School and each Program Participant with the terms and conditions of this Agreement and Hospital policies and procedures is a condition precedent to Program Participant access to the Facility. Non-compliance or partial compliance with any such requirement may result in an immediate denial of access or re-access to the Facility.

(d) **Dress Code.** School will cause Program Participants to conform to reasonable personal appearance standards imposed by Hospital and wear ID badges as requested by Hospital from time to time. School will cause Program Participants to pay for their own meals at the Facility. School acknowledges and will regularly inform Program Participants that Hospital is not responsible for personal items lost or stolen at the Facility.

(e) **Use of the Facility.** School will ensure that Program Participants use the Facility solely for the purpose of providing to Participating Students clinical learning experience pursuant to the Clinical Program.

(f) **Records.** School will cause each Program Participant to timely complete and save in Hospital's systems as directed by Hospital accurate records of all services provided by the

Program Participant to a Hospital patient ("Records"). All Records are and will remain the property of Hospital, subject to the rights of patients with respect to such records and to the terms of applicable law. Hospital will provide to School a copy of Records for all lawful purposes, including defense of liability claims.

- (g) **Program Participants**. School will provide to Hospital information regarding each Program Participant, including health examination and immunization records, documentation attesting to the competency of Degree Program faculty (e.g., state licensure, board certification in the relevant Specialty, etc.) and background checks and drug screens as determined reasonably necessary in Hospital's discretion from time to time.
- (h) **Program Participant Statements**. School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Workforce Member Confidentiality and Security Agreement, in the form attached hereto as Exhibit B prior to the commencement of the Clinical Program rotation..
- (i) **Liability Insurance**. School shall obtain and maintain occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the Term and upon the termination or expiration of this Agreement, School shall purchase tail coverage for a period of three years after the termination or expiration of this Agreement (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain for the Term workers' compensation insurance and unemployment insurance for School-employed Program Participants. School will notify Hospital at least thirty (30) calendar days in advance of any cancellation or modification of insurance coverage required hereunder and shall promptly provide to Hospital, upon request, certificates of insurance evidencing the above coverage.

Notwithstanding the foregoing, if the School is a public entity entitled to governmental immunity protections under applicable state law, then the School shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the School shall provide such insurance with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. Nothing in this agreement is intended to be construed or interpreted as (1) denying either School or Hospital any remedy or defense available to it under state laws; (2) the consent of the State where School is located or any of its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State or the School beyond any waiver explicitly stated in state statutes.

- (j) **Health of Program Participants**. School will advise Program Participants that no Program Participant will be permitted to attend the Clinical Program until he or she submits to a medical examination acceptable to Hospital.

School will require each Program Participant to maintain health insurance and provide proof of health insurance to the School prior to participating in the Clinical Program. School will cause Program Participants to provide to Hospital proof of health insurance as requested by Hospital from time to time.

In the event a Program Student is exposed to an infectious or environmental hazard or other occupational injury while at the Hospital, the Hospital, upon notice of such incident from the Participating Student, will provide such emergency care as is provided its employees. School acknowledges that Hospital is not and will not be financially responsible for a Program Participant's medical care or treatment regardless of the Program Participant's condition or injury

or cause of injury whether occurring at the Facility or otherwise and regardless of fault or cause of injury.

A representative of the school/academic program will ensure that each Participating Student comply with the following criteria for health screening and upload proof of influenza vaccination or a signed declination form to the HCA FluTracker (5% of student records will be audited annually for compliance):

- (i) Tuberculin skin test performed within the past twelve (12) months or documentation as a previous positive reactor;
  - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or two (2) doses of MMR;
  - (iii) Proof of Varicella immunity, by positive history of chickenpox or Varicella immunization;
  - (iv) Proof of Influenza vaccination during the flu season is uploaded to the HCA FluTracker between October 1 to March 31, (or dates defined by CDC), or a signed Declination Form; and
  - (v) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
- (k) **Performance.** All faculty provided by School to support the Clinical Program shall be faculty members of the Degree Program, duly licensed, certified or otherwise qualified to support the Clinical Program in the capacity proposed by School. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any non-conflicting rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
- (l) **Background Checks.**
- (i) School will ensure that each Program Participant obtains prior to the commencement of the Clinical Program rotation a background check acceptable to Hospital, including, at a minimum, the following:
    - A. Social Security Number Verification;
    - B. Criminal Search (7 years or up to 5 criminal searches);
    - C. Sex Offender and Predator Registry Search;
    - D. HHS/OIG Exclusions Database;
    - E. GSA List of Parties Excluded from Federal Programs;
    - F. U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN); and
    - G. Applicable State Exclusion List, if available.

- (ii) Background Checks for Program Faculty, if School provides any, who will be treating patients in the Facility shall include all of the above, and the following:
  - A. Education verification (highest level);
  - B. Professional license verification;
  - C. Certifications & Designations check;
  - D. Professional Disciplinary Action search;
  - E. Department of Motor Vehicle Driving History, based on responsibilities; and
  - F. Consumer Credit Report, based on responsibilities.
- (iii) School shall provide to Hospital an *Attestation of Satisfactory Background Investigation* in the form attached hereto as Exhibit C prior to the commencement of the Clinical Program rotation. If the background check discloses adverse information about a Participating Student, School shall immediately remove the student from the Clinical Program.
- (m) **Drug Testing**. School will ensure that each Program Participant obtains prior to the commencement of the Clinical Program rotation a drug test acceptable to Hospital, including, at a minimum, the following:
  - (i) Substances tested prior to placement at the Hospital must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, fentanyl analogues, methadone, marijuana, meperidine, and cocaine.
  - (ii) A Program Participant may be required to undergo additional drug and alcohol testing upon reasonable suspicion that the Program Participant has violated Hospital's policies, and after any incident that involves injury or property damage.

Hospital shall not bear the cost of any such tests. Should the testing disclose adverse information as to any Program Participant, Hospital shall have no obligation to accept that Program Participant at the Hospital. To the extent that any Program Participant violates the policy for drug or alcohol abuse after placement at the Facility, or refuses to cooperate with the requirement for a search or reasonable suspicion and reportable accident testing, then the Facility may immediately remove the Program Participant from participation in the Program at the Facility.

- (n) **Student Documentation**. School will maintain all documentation required to evidence compliance by each Program Participant with the terms and conditions of Subsections 1(g)-(m) of this Agreement during the Term and for at least ten (10) years following expiration or termination of this Agreement.
- (o) **Access to Resources**. The School shall ensure that its department heads have authority to ensure faculty and Participating Student access to appropriate resources for the Participating Students' education.

## 2. RESPONSIBILITIES OF HOSPITAL.

- (a) Hospital will make Facility access reasonably available to Program Participants and reasonably cooperate with School's orientation of all Program Participants to the Facility. Hospital shall provide Program Participants with access to appropriate clinical experience

- resources for the Clinical Program. Hospital shall provide reasonable opportunities for Participating Students to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care and quality standards.
- (b) Upon the request of School, Hospital shall assist School in the evaluation of each Participating Student's performance in the Clinical Program. Any such evaluations shall be returned to School in a timely manner. However, School shall at all times remain solely responsible for the evaluation and education of Participating Students.
  - (c) Hospital will ensure that the Facility complies with applicable state and federal workplace safety laws and regulations. In the event a Participating Student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at the Facility, it shall provide, upon notice of such incident from the Participating Student, such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that the Facility does not have the resources to provide such emergency care, Facility will refer such student to the nearest emergency facility.
  - (d) To the extent Hospital generates or maintains educational records for Participating Students that are subject to the Family Educational Rights and Privacy Act (FERPA), Hospital will comply with applicable FERPA requirements. For purposes of this Agreement, School shall designate Hospital as a school official with a legitimate educational interest in the educational records of Participating Students to the extent that access to School's records is required by Hospital to carry out the Clinical Program.
  - (e) Upon reasonable request, Hospital will provide proof to School that Hospital maintains liability insurance in an amount that is commercially reasonable.
  - (f) Hospital will provide written notification to School if a claim arises involving a Program Participant. Both Hospital and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
  - (g) Hospital will resolve any situation in favor of its patients' welfare and may restrict a Participating Student to the role of observer when necessary in Hospital's discretion. Hospital will notify School's Program Representative (defined below) when such action has occurred.
  - (h) Upon reasonable notice from School, Hospital will make the Facility reasonably available for inspection during normal business hours by organizations that provide or may provide academic accreditation for the Degree Program. Such inspections must be accompanied at all times by a Hospital representative and are contingent upon receipt by Hospital of executed agreements that Hospital believes are reasonably necessary or convenient to protect the confidentiality and security of Hospital's information. School will promptly reimburse Hospital for all direct costs incurred by Hospital in connection with such accreditation inspections.
  - (i) Hospital shall provide Program Participants with access to and Participating Students with required training in the proper use of electronic medical records or paper charts, as applicable.
  - (j) Hospital shall provide student security badges or other means of secure access to Facility

patient care areas.

- (k) Hospital shall provide Program Participants with computer access, and access to call rooms, if necessary.
- (l) Hospital shall provide secure storage space for Participating Students' personal items when at the Facility.
- (m) Hospital shall provide qualified and competent staff members in adequate number for the instruction and supervision of students using the Facility.

3. **MUTUAL RESPONSIBILITIES.** The Parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Each Party will identify to the other Party a Clinical Program representative (each a "Program Representative") on or before the execution of this Agreement. School's Program Representative shall be a faculty member who will be responsible for Participating Student teaching and assessment provided pursuant to this Agreement. Each Party will maintain a Program Representative for the Term and will promptly appoint a replacement Program Representative if necessary to comply with this Agreement. Each Party will ensure that its Program Representative is reasonably available to the other Party's Program Representative.
- (b) School will provide qualified and competent Degree Program faculty in adequate number for the instruction, assessment and supervision of Participating Students at the Facility.
- (c) Both School and Hospital will work together to maintain a Clinical Program emphasis on high quality patient care. At the request of either Party, a meeting or conference will promptly be held between the Parties' respective Program Representatives to resolve any problems in the operation of the Clinical Program.
- (d) School acknowledges, and will inform Participating Students that Participating Students are trainees in the Clinical Program and have no expectation of receiving compensation or future employment from Hospital or School. Participating Students are not to replace Hospital staff and are not to render unsupervised patient care and/or services. Hospital and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Participating Student's level of training.
- (e) Any courtesy appointments to faculty or staff by either School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.
- (f) Both School and Hospital will work together to create and maintain an appropriate learning environment for the Participating Students.
- (g) The School, including its faculty, staff and residents, and the Hospital share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Participating Student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

4. **WITHDRAWAL OF PARTICIPATING STUDENTS.** Hospital may immediately remove a Participating Student from the Facility when in Hospital's discretion his or her clinical performance is unsatisfactory or his or her behavior is disruptive or detrimental to Hospital operations and/or Hospital's patients. In such event, School will immediately remove the Participating Student from the Clinical Program. It is understood that only School can dismiss the Participating Student from the Clinical Program. School may

terminate a Participating Student's participating in the Clinical Program when it determines, in its sole discretion, that further participation by the student would no longer be appropriate.

5. **FEES.** All fees generated by or in connection with services provided by Program Participants to Hospital patients belong to Hospital. School on behalf of itself and each Program Participant hereby assigns to Hospital all right, title and interest (if any) in and to such fees. If School or any Program Participant receives any fees or other reimbursement for services provided by Program Participants to Hospital patients, School will and will cause Program Participants to immediately deliver and endorse over to Hospital all such amounts. School will and will cause Program Participants not to bill Hospital patients for services provided. School will and will cause Program Participants to take all actions and execute all documents reasonably requested by Hospital in order for Hospital to collect fees and payments for health care services provided by Program Participants.

6. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES; EMPLOYMENT DISCLAIMER.**

- (a) The Parties hereby acknowledge that they are independent contractors, and neither School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the Parties. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement. Neither Party shall have the right or authority nor hold itself out to have the right or authority to bind the other Party and neither shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- (b) Each Party acknowledges Participating Students will not be considered employees or agents of Hospital or School for any purpose. Participating Students will not be entitled to receive any compensation from Hospital or School or any benefits of employment from Hospital or School, including health care or workers' compensation benefits, vacation, sick time, or other direct or indirect benefit of employment.
- (c) School acknowledges that Hospital has not and is not obligated to implement or maintain insurance coverage for the benefit or protection of School or Program Participants.

7. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Participating Students, or as to any aspect of the Clinical Program; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Clinical Program.

8. **INDEMNIFICATION.** To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and Hospital's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of School or any of its Program Participants, agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify and hold harmless School and School's officers, directors, trustees, medical and nursing staff, representatives and employees from and against all third-party liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of Hospital or any of its agents, representatives or employees in connection with this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements.



9. **CONFIDENTIALITY.** School will and will advise Program Participants to keep strictly confidential and hold in trust all non-public information of Hospital, including all patient information, and refrain from disclosing such confidential information to any third party without the express prior written consent of Hospital, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after Hospital is permitted an opportunity to minimize the potential harmful affects of such disclosure. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. These confidentiality requirements survive the termination or expiration of the Agreement. In addition to the requirements set forth in this Section, Program Participants shall abide by the terms of Exhibit B.

**10. TERM; TERMINATION.**

- (a) The term of this Agreement will commence on the Effective Date and will continue for two (2) years unless terminated as provided below (the "Term").
- (b) Either Party may terminate this Agreement at any time without cause upon at least sixty (60) calendar days prior written notice to the other Party, provided that all Participating Students participating in the Program at the time of notice of termination or who are already scheduled to train at the Facility shall be given the opportunity to complete the then-current Program rotation or previously scheduled clinical assignment.
- (c) The Parties may terminate this Agreement at any time by mutual written agreement.
- (d) Hospital may immediately terminate this Agreement at any time upon notice to School in the event of a breach of Section 11 of this Agreement.

**11. REPRESENTATIONS AND WARRANTIES.**

- (a) School hereby represents to Hospital as of the Effective Date and warrants to Hospital for the Term that:
  - (i) School and its Program Participants: (A) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (B) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (C) are not under investigation or otherwise aware of any circumstances which may result in the School, or a Program Participant being excluded from participation in the Federal health care programs; and
  - (ii) in the aggregate, School and all of School's affiliates compensate all physician employees and physician contractors (if any) (A) in an amount that is consistent with fair market value for actual services provided, and (B) in a manner that does not vary with or take into account the volume or value of patient referrals to, or other business generated for, Hospital or any of Hospital's affiliates. Furthermore, all of School's and its affiliates' compensation arrangements with physician employees and physician contractors are memorialized in a signed written agreement or other satisfy an exception to the Stark Law physician referral prohibitions provided in 42 U.S.C. § 1395nn(a)(1).
- (b) The representation and warranty set forth above is an ongoing representation and warranty for the Term of this Agreement. School will immediately notify Hospital in writing of any change in status of the representation and warranty set forth in this section.

12. **TRAVEL EXPENSES.** No expense of School or of a Program Participant will be paid or reimbursed by Hospital unless that expense is approved by Hospital in writing in advance and is incurred and

documented in accordance with applicable Hospital travel and expense policies.

13. **USE OF NAME OR LOGO.** School will not, and will cause Program Participants not to use names, logos or marks associated with Hospital without the express written consent of Hospital in each case.

14. **ENTIRE AGREEMENT.** This Agreement and its Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement of the Parties. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

15. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

16. **CAPTIONS.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

17. **NO WAIVER.** Delay or failure to exercise any right or remedy hereunder will not impair such right or remedy or be construed as a waiver thereof. Any single or partial exercise of any right or remedy will not preclude any other or further exercise thereof or the exercise of any other right or remedy.

18. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the state in which Hospital is located. .

19. **ASSIGNMENT; BINDING EFFECT.** School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns.

20. **NOTICES.** All notices hereunder by either Party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital:	South Bay Hospital 4016 Sun City Center Blvd, Sun City Center, FL 33573 <b>Attention: Chief Executive Officer</b>
Copy to:	HCA One Park Plaza, Bldg. 1, 2-East Nashville, TN 37203 <b>Attention: Operations Counsel</b>
If to School:	The School Board of Sarasota County, Florida 4748 Beneva Road Sarasota, Florida 34233; <b>Attention: Suncoast Technical College Director</b>

or to such other person or place as either Party may from time to time designate by written notice to the other Party.

21. **COUNTERPARTS.** This Agreement may be executed in multiple parts (by facsimile transmission or otherwise) and each counterpart shall be deemed an original, and all of which together shall constitute but one agreement. Electronic signatures will be considered originals.

22. **HIPAA REQUIREMENTS.** To the extent applicable to this Agreement, School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic transactions, all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements". School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. School will and will cause Program Participants to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

23. **NO REQUIREMENT TO REFER.** Nothing in this Agreement requires or obligates School to cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement are conditioned on any requirement or expectation that the Parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other Party. Neither Party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

24. **NO PAYMENTS.** Except as provided in Section 5, no payments will be made between the Parties or to the Program Participants in connection with this Agreement.

25. **RECITALS.** The Recitals to this Agreement shall be an enforceable part of this Agreement, binding on the Parties as if fully set forth herein.

26. **EQUITABLE REMEDIES.** School acknowledges that the injury which might be suffered by Hospital in the event of any breach by School or non-compliance by Program Participants with the terms and conditions of this Agreement would be of a nature which could not be fully compensated for solely by a recovery of monetary damages, and accordingly agrees that in the event of any such breach or threatened breach, in addition to and not in lieu of any damages sustained by Hospital and any other remedies which Hospital may pursue hereunder or under applicable law, Hospital shall have the right to equitable relief, including issuance of a temporary restraining order, preliminary injunction and/or permanent injunction by any court of competent jurisdiction, against the commission or continuation of such breach or threatened breach, without the necessity of proving any actual damages or the posting of any bond.

**WHEREFORE,** authorized representatives of each Party hereby execute this Agreement as of the Effective Date.

**SCHOOL**

School Board of Sarasota County, Florida

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved for Legal Content  
July 23, 2018, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ ASH

**HOSPITAL**

South Bay Hospital

By: \_\_\_\_\_

Title: Chief Executive Officer

Date: \_\_\_\_\_

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at \_\_\_\_\_ ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by: \_\_\_\_\_ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian  
If Program Participant is under 18 / Print Name

\_\_\_\_\_  
Date

## EXHIBIT B

### Workforce Member Confidentiality and Security Agreement

I understand that the HCA affiliated entity(ies) (the “Company”) for which I am a Workforce Member (my “Engagement”) manages health information and has legal and ethical responsibilities to safeguard the privacy of its patients and their personal and health information (“Patient Information”). “Workforce Member” means employees, employed Licensed Independent Practitioners (LIPs) (e.g., employed/managed physicians), employed Advanced Practice Professionals (APPs), residents/fellows, students (e.g., nursing, medical, and interns), faculty/instructors, contractors (e.g., HealthTrust Workforce Solutions (HWS), travelers, network/per diem staff, or dependent healthcare professionals and/or contracted through another temporary staffing agency), and volunteers.

Additionally, the Company must protect its interest in, and the confidentiality of, any information it maintains or has access to, including, but not limited to, financial information, marketing information, Human Resource Information, (as defined below), payroll, business plans, projections, sales figures, pricing information, budgets, credit card or other financial account numbers, customer and supplier identities and characteristics, sponsored research, processes, schematics, formulas, trade secrets, innovations, discoveries, data, dictionaries, models, organizational structure and operations information, strategies, forecasts, analyses, credentialing information, Social Security numbers, passwords, PINs, and encryption keys (collectively, with patients’ information, “Confidential Information”). The Company must also protect Company Property (such as inventions, software, trade secrets, and Developments (as defined below)).

During the course of my Engagement with the Company, I understand that I may access, use, or create Confidential Information. I agree that I will access and use Confidential Information only when it is necessary to perform my job-related duties and in accordance with the Company’s policies and procedures, including, without limitation, its Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company’s intranet). I further acknowledge that I must comply with such policies, procedures, and this Confidentiality and Security Agreement (the “Agreement”) at all times as a condition of my Engagement and in order to obtain authorization for access to Confidential Information and/or Company systems. I acknowledge that the Company is relying on such compliance and the representations, terms and conditions stated herein.

#### General

1. I will act in the best interest of the Company and, to the extent subject to it, in accordance with its Code of Conduct at all times during my Engagement with the Company.
2. I have no expectation of privacy when using Company systems and/or devices. The Company may log, access, review, and otherwise utilize information stored on or passing through its systems, devices and network, including email.
3. Any violation of this Agreement may result in the loss of my access to Confidential Information and/or Company systems, or other disciplinary and/or legal action, including, without limitation, suspension, loss of privileges, and/or termination of my Engagement with the Company, at Company’s sole discretion in accordance with its policies.

#### Patient Information

1. I will access and use Patient Information only for patients whose information I need to perform my assigned job duties in accordance with the HIPAA Privacy and Security Rules (45 CFR Parts 160—164), applicable state and international laws (e.g., the European Union General Data Protection Regulation), and applicable Company policies and procedures, including, without limitation, its

Privacy and Security Policies (available at <http://hcahealthcare.com/ethics-compliance/> and the Information Protection Page of the Company's intranet).

2. I will only access, request and disclose the minimum amount of Patient Information needed to carry out my assigned job duties or as needed for treatment purposes.
3. By accessing or attempting to access Patient Information, I represent to the Company at the time of access that I have the requisite job-related need to know and to access the Patient Information.

### Protecting Confidential Information

1. I acknowledge that the Company is the exclusive owner of all right, title and interest in and to Confidential Information, including any derivatives thereof.
2. I will not publish, disclose or discuss any Confidential Information (a) with others, including coworkers, peers, friends or family, who do not have a need to know it, or (b) by using communication methods I am not specifically authorized to use, including personal email, Internet sites, Internet blogs or social media sites.
3. I will not take any form of media or documentation containing Confidential Information from Company premises unless specifically authorized to do so as part of my job and in accordance with Company policies.
4. I will not transmit Confidential Information outside the Company network unless I am specifically authorized to do so as part of my job responsibilities. If I am authorized to transmit Confidential Information outside of the Company, I will ensure that the information is encrypted according to Company Information Security Standards and ensure that I have complied with the External Data Release policy and other applicable Company privacy policies.
5. I will not retain Confidential Information longer than required by the Company's Record Retention policy.
6. I will only reuse or destroy media in accordance with the Company's Information Security Standards.
7. I acknowledge that in the course of performing my job responsibilities I may have access to human resource information which may include compensation, age, sex, race, religion, national origin, disability status, medical information, criminal history, personal identification numbers, addresses, telephone numbers, financial and education information (collectively, "Human Resource Information"). I understand that I am allowed to discuss any Human Resource Information about myself and other employees if they self-disclose their information. I can also discuss Human Resource Information that does not relate to my individual employment or my job responsibilities and that is not in violation of any other provision in this Agreement.

### Using Mobile Devices, Portable Devices and Removable Media

1. I will not copy, transfer, photograph, or store Confidential Information on any mobile devices, portable devices or removable media, such as laptops, smart phones, tablets, CDs, thumb drives, external hard drives, unless specifically required and authorized to do so as part of my Engagement with the Company.
2. I understand that any mobile device (smart phone, tablet, or similar device) that synchronizes Company data (e.g., Company email) may contain Confidential Information and as a result, must be protected as required by Company Information Security Standards.

### Doing My Part – Personal Security

1. I will only access or use systems or devices I am authorized to access, and will not demonstrate the operation or function of systems or devices to unauthorized individuals.
2. I will not attempt to bypass Company security controls.
3. I understand that I will be assigned a unique identifier (i.e., 3-4 User ID) to track my access and use of Company systems and that the identifier is associated with my personal data provided as part of the initial and/or periodic credentialing and/or employment verification.

4. In connection with my Engagement, I will never:
  - a. disclose or share user credentials (e.g., password, SecurID card, Tap n Go badge, etc.), PINs, access codes, badges, or door lock codes;
  - b. use another individual's, or allow another individual to use my, user credentials (e.g., 3-4 User ID and password, SecurID card, Tap n Go badge, etc.) to access or use a Company computer system or device;
  - c. allow a non-authorized individual to access a secured area (e.g., hold the door open, share badge or door lock codes, and/or prop the door open);
  - d. use tools or techniques to break, circumvent or exploit security measures;
  - e. connect unauthorized systems or devices to the Company network; or use software that has not been licensed and approved by the Company.
5. I will practice good workstation security measures such as locking up media when not in use, using screen savers with passwords, positioning screens away from public view, and physically securing workstations while traveling and working remotely.
6. I will immediately notify my manager, Facility Information Security Official (FISO), Director of Information Security Assurance (DISA), Facility Privacy Official (FPO), Ethics and Compliance Officer (ECO), or Facility or Corporate Client Support Services (CSS) help desk or if involving the United Kingdom, the Data Protection Officer (DPO), Information Governance Manager, Caldicott Guardian, Heads of Governance (HoG), Division Chief Information Security Officer (CISO) if:
  - a. my user credentials have been seen, disclosed, lost, stolen, or otherwise compromised;
  - b. I suspect media with Confidential Information has been lost or stolen;
  - c. I suspect a virus or malware infection on any system;
  - d. I become aware of any activity that violates this Agreement or any Company privacy or security policies; or
  - e. I become aware of any other incident that could possibly have any adverse impact on Confidential Information or Company systems.

#### Upon Separation

1. I agree that my obligations under this Agreement will continue after termination or expiration of my access to Company systems and Company Information.
2. At the end of my Engagement with the Company for any reason, I will immediately:
  - a. securely return to the Company any Confidential Information, Company related documents or records, and Company owned media (e.g., smart phones, tablets, CDs, thumb drives, external hard drives, etc.). I will not keep any copies of Confidential Information in any format, including electronic; and
  - b. un-enroll any non-Company owned devices from the Company Enterprise Mobility Management System, if applicable.

#### Except to the Extent Otherwise Agreed in a Separate Agreement, the Following Statements Apply to All Workforce Members

1. I shall promptly disclose to the Company all Company Property that I develop during my Engagement. "Company Property" means any subject matter (including inventions, improvements, designs, original works of authorship, formulas, processes, compositions of matter, software, databases, confidential information and trade secrets), whether belonging to the Company or others, that, directly or indirectly: (i) I author, make, conceive, first reduce to practice, or otherwise create or develop, whether alone or with others using any Company equipment, supplies, facilities, or Confidential Information, or (ii) otherwise arises from work performed by me for the Company, its employees, or agents, (each of the foregoing, a "Development").



2. As between me and the Company, all Company Property is the property of the Company or its designee, and all copyrightable Developments that I create within the scope of my employment are "works made for hire."

3. I agree to assign, and do hereby irrevocably assign, to the Company or its designee all of my right, title, and interest in and to any and all Developments, together with all intellectual property and other proprietary rights therein or arising therefrom, including any registrations or applications to register such rights and the right to sue for past, present, or future infringements or misappropriations thereof.

4. During and after my Engagement, I agree to execute any document and perform any act to effectuate, perfect, enforce, and defend the Company's rights in any Development. I hereby appoint the Company and its authorized agent(s) as my attorney in fact to execute such documents in my name for these purposes, which power of attorney shall be coupled with an interest and shall be irrevocable, if I fail to execute any such document within five (5) business days.

5. If there is a conflict between a term in Sections 24 through 28 and a term separately agreed to in writing with the Company, the term set forth in the separate agreement will control.

By signing this document, I acknowledge that I have read and understand this Agreement, and I agree to be bound by and comply with all the representations, terms and conditions stated herein.

Signature	Date
Printed Name	3/4 ID

## EXHIBIT C

### Attestation of Satisfactory Background Investigation

On behalf of \_\_\_\_\_ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to \_\_\_\_\_ [Name of facility] ("Hospital") that we own, and have in our possession, a background investigation report on the individual identified below. Such background investigation is satisfactory in that it:

- \_\_\_\_\_ does not reveal any criminal activity;
- \_\_\_\_\_ confirms the individual is not on either the GSA or OIG exclusion lists;
- \_\_\_\_\_ confirms the individual is not listed as a violent sexual offender;
- \_\_\_\_\_ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals;
- \_\_\_\_\_ no other aspect of the investigation required by Hospital reveals information of concern; and

This attestation is provided in lieu of providing a copy of the background investigation.

Identified Individual Subject to the Background Investigation:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

I also acknowledge and agree to an annual compliance audit by Hospital of five percent (5%) or a minimum of thirty (30) such background investigation files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
[Name of Organization]

Date: \_\_\_\_\_